

Apollo Motorsports USA, Inc.

17152 Sunburst St., Sherwood Forest, CA 91325

T: 888-424-1991

October 31, 2018

Request for Certification

Apollo Motorsports USA, Inc. (importer) hereby submits this model year 2019 request for certification for the following below.

- Engine Family: KAPSX.124BLC
- Vehicle Type: OFMC
- OEM's Legal Name: Zhejiang Apollo Motorcycle Manufacturer Co., Ltd.
- Importer's Legal Name: Apollo Motorsports USA, Inc.
- EPA / CARB Code: APS / APOM

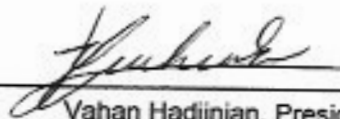
Contact information for questions is the following...

- Name: Vahan Hadjinian
- Title: President
- Mobile: (818) 588 - 8435
- Tel: (888) 424 - 1991
- Email: vahanh@gmail.com

Statement of Compliance

The U.S. Importer/Manufacturer hereby states that all vehicles within this Engine Family imported into the USA will comply with all EPA and CARB (if applicable) regulations. Vahan Hadjinian is authorized by Apollo Motorsports USA., Inc. to contact EPA and/or CARB for all certification related questions, obtaining Certificate of Conformity from EPA and/or Executive Order from CARB and informing both agencies of any running changes.

Signature: _____



Vahan Hadjinian, President

Table of Contents

Cover Sheet	1
Correspondence and Communications	3
Emission Data Vehicle (EDV) and Testing Labs	3
Emission Related Parts	4
VECI Label & Emission Hangtag	5
Maintenance and User Instructions	8
Vehicle Identification Number (VIN) Breakdown	9
Vehicle Model Pictures	10
Emission Related Warranty	12
OEM / Importer Agreement	14
Statement of Compliance – Engine Family	17
Statement of Compliance – Test Vehicle	18
Fuel Hose Certificate	19

Correspondence and Communications

- OEM & Importer contacts (please see table below)
- The US Importer is NOT a wholly owned branch or subsidiary of the OEM. There is no relation.
- The U.S. Importer shall be used for Service of Process for legal arrangement for supplying emission parts, performing warranty service and conducting emission recalls

	Original Equipment Manufacturer (OEM)	U.S. Importer Information
Full legal name:	Zhejiang Apollo Motorcycle Manufacturer Co., Ltd.	Apollo Motorsports USA, Inc.
Address:	321200 Jinyan Hill Industrial Area, Quanxi Town, Wuyi City, Zhejiang Province, China	17152 Sunburst St Sherwood Forest, CA 91325
Tel:	86-0579-87720888	888-424-1991
Website:	www.apollovehicle.com	n/a
Contact full name:	Ying Er	Vahan Hadjinian
Title:	General Manager	President
Mobile:	86-0579-87720888	818-588-8435
E-Mail:	chanel@apollovehicle.com	vahanh@gmail.com

Emission Data Vehicle & Testing Labs

- EF carried over from: HAPSX.124BLC
- Model name: ADR125
- VIN #: L08YGJ1F8D1000216
- Exhaust lab name: National Motorcycle Quality Supervisory & Testing Center
- Permeation lab name: Done by supplier
- Durability test by: National Motorcycle Quality Supervisory & Testing Center

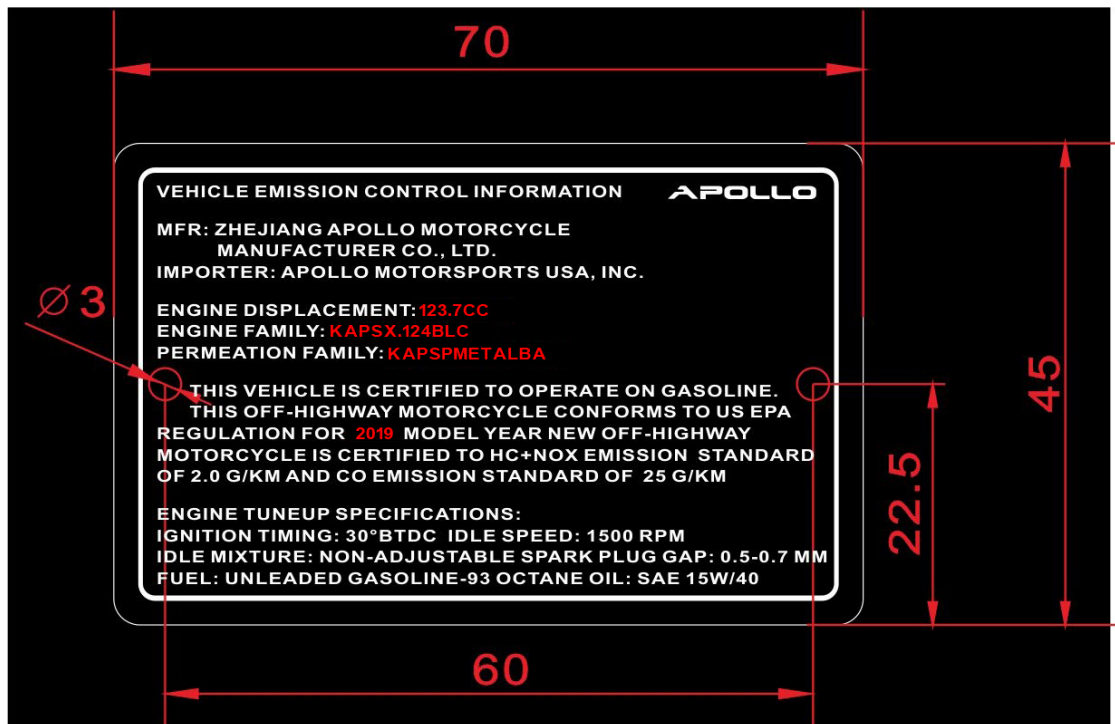
Emission Related Parts

Part name	Part number	Manufacturer's Name	Applies to Models
Crankcase Emission Control System			
Air Filter	Y-36-01030100	Jinhua Tongzhou Vehicle Fittings Co., Ltd.	ALL
Crankcase Breather Separator	Y-36-01030200	Chongqing Shineray Motorcycle Co., Ltd.	ALL
Ignition System			
ICM	Y-36-08210000	Chongqing Huari Electric Parts Development Co., Ltd.	ALL
Ignition Coil	Y-36-08220000	Chongqing Huari Electric Parts Development Co., Ltd.	ALL
Spark Plug	C7HSA	NGK	ALL
ECM	Y-36-08210000	Chongqing Huari Electric Parts Development Co., Ltd.	ALL
Fuel System			
Carburetor Assembly	JINKE	Fujian Fuding Jinke Carburetor Co., Ltd.	ALL
Fuel Tank (metallic)	Y-36-01050100	Yongkang Helida Industry and Trade Co., Ltd.	ALL
Fuel Hose	Q-08-005	Hangzhou Rewin Vehicle Parts Co., Ltd	ALL
Fuel Tank Cap (metal)	Y-36-01050100	Yongkang Helida Industry and Trade Co., Ltd.	ALL
Other(s)			
Muffler	Y-36-01040000	Yongkang Xinfeng Machinery Hardware Co., Ltd.	ALL

VECI Label & Emission Hangtag

- 49 States
- VECI label cannot be removed from vehicle without destroying the label itself.
- The label is located on the Front Fork Head
- Date of manufacture will be located on VECI label (month/year)

Labels below are for 124cc



APOLLO MOTORSPORTS USA, INC.

CONSUMER EMISSIONS INFORMATION HANG TAG

VEHICLE TYPE: off-Highway Motorcycle

VEHICLE NAME: ☐ ADR125, ☐ ADR125-1, ☐ ADR125-2,
☐ ADR125-3, ☐ ADR125-4 ☐ ADR125-14, ☐ ADR125-15

ENGINE DESCRIPTION: 123.7cc, 4-stroke, Air-cooled, Carbureted

THE NORMALIZED EMISSION RATE AS DEFINED BY U.S.
ENVIRONMENTAL PROTECTION AGENCY IN 40 CFR 1051.135. VALUES ☐

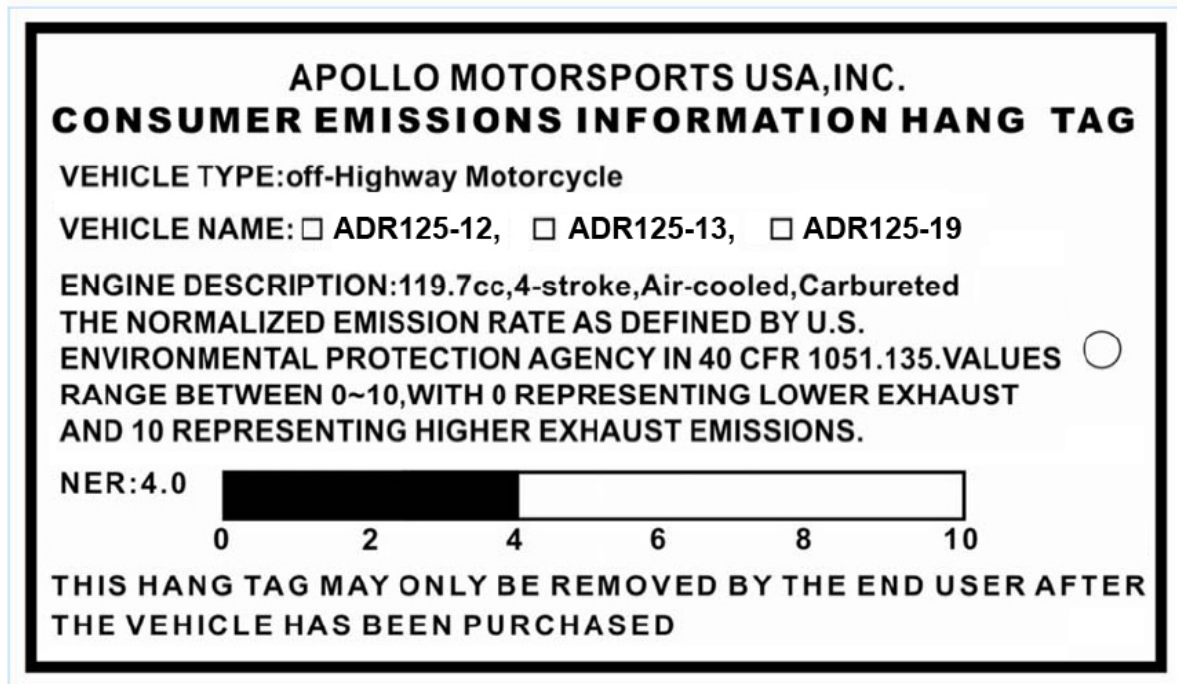
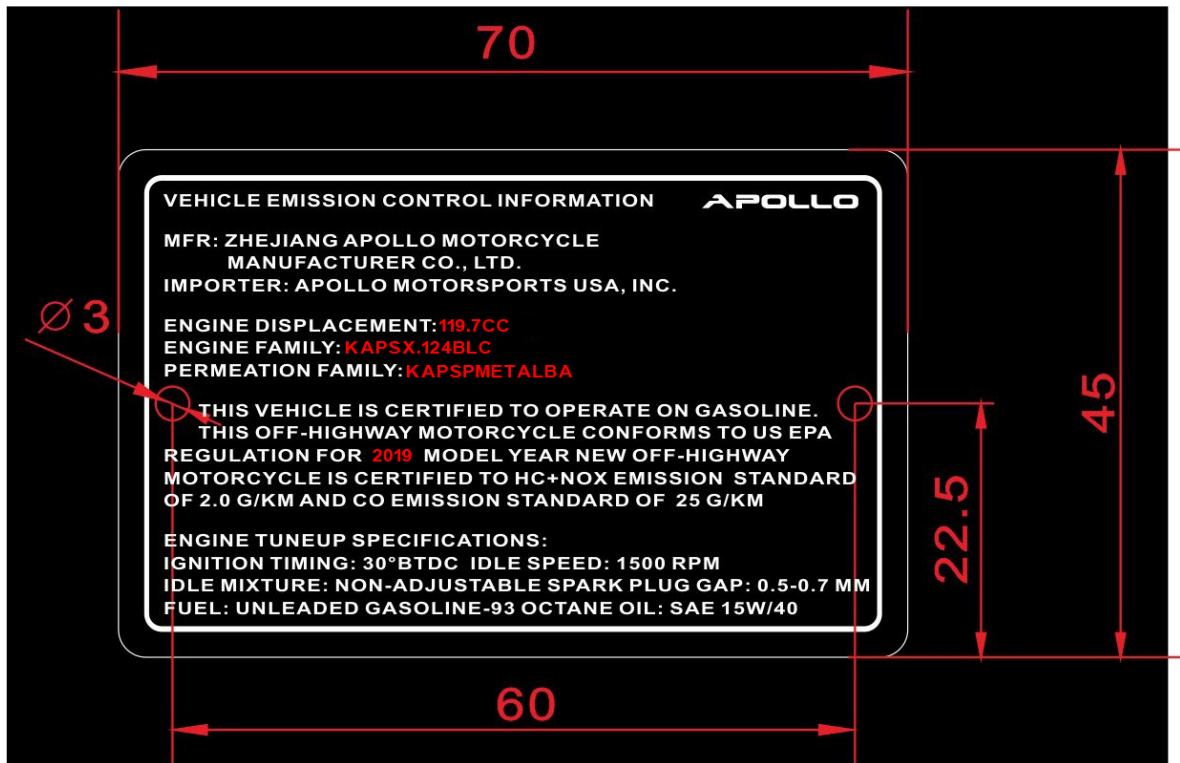
RANGE BETWEEN 0~10, WITH 0 REPRESENTING LOWER EXHAUST
AND 10 REPRESENTING HIGHER EXHAUST EMISSIONS.

NER: 4.0

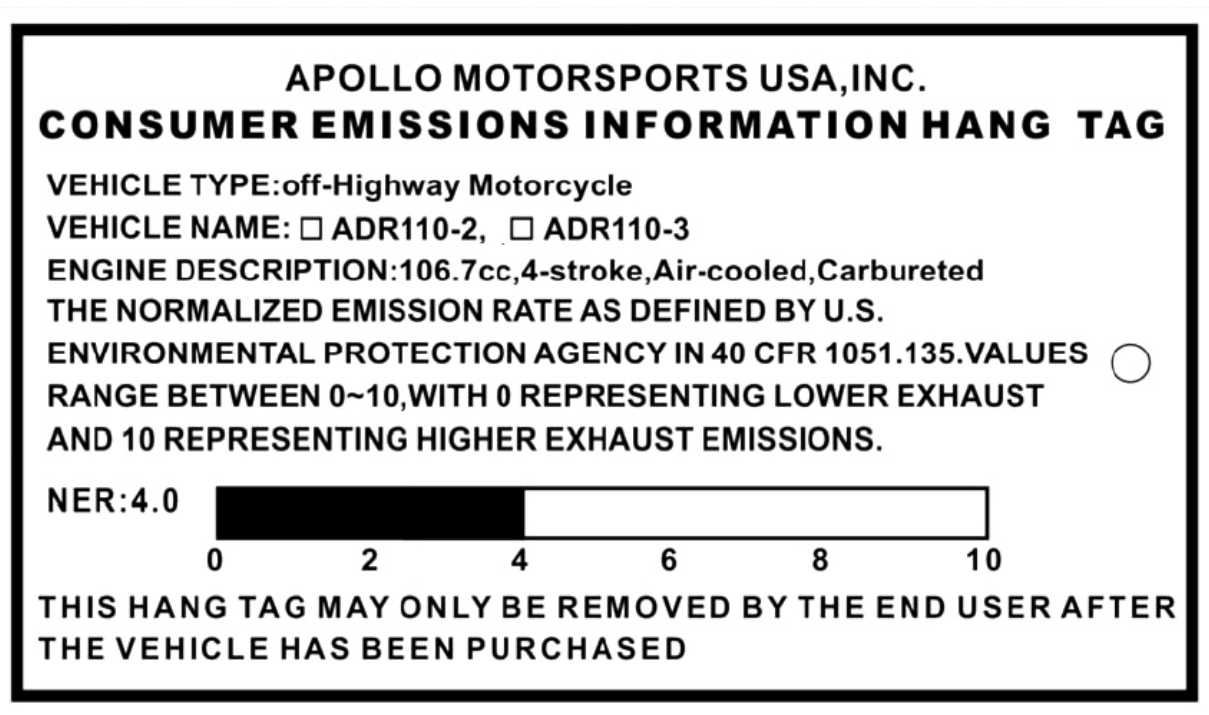
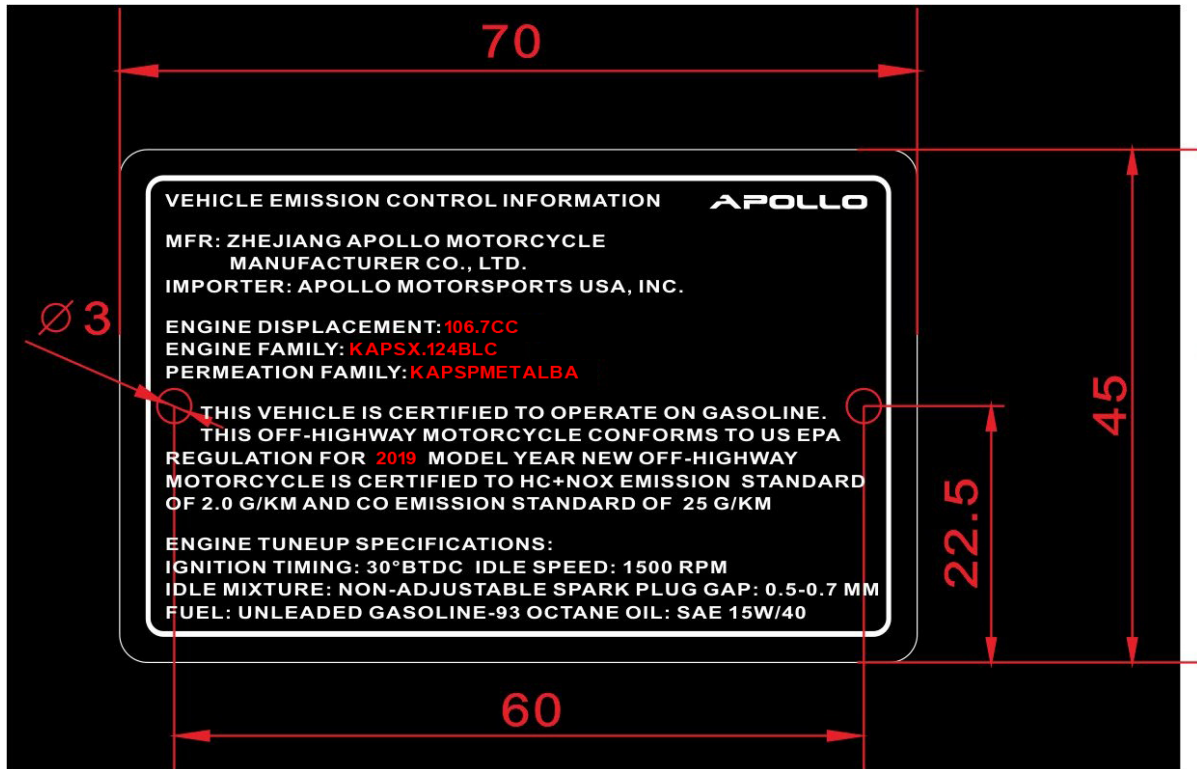
0 2 4 6 8 10

THIS HANG TAG MAY ONLY BE REMOVED BY THE END USER AFTER
THE VEHICLE HAS BEEN PURCHASED

Labels below are for 120cc



Labels below are for 107cc



Maintenance and User Instructions

Each item on the maintenance schedule requires some mechanical knowledge. You will find that some items in the table (marked * and **) may require a higher level of mechanical skill and special tools. If you do not feel capable of performing any procedure, please consult your nearest Apollo Motors dealer.

* Indicates items that require a moderate to high level of mechanical skill. We recommend service by an Apollo dealer if the owner is not mechanically qualified.

** Indicates items and procedures that require special tools.

Note: Service your motorcycle more frequently when you ride in wet or dusty conditions.

Maintenance Procedures: I = Inspect (clean, adjust or replace if needed), C = Clean, A = Adjust, L = Lubricate, R = Replace

Items	Frequency	Month					Refer to Page:
		1	6	12	18	24	
*	Fuel Line			I		I	
*	Fuel Filter		I	R	I	R	
*	Throttle Operation			I		I	
	Air Filter		C	C	C	C	
	Spark Plug		I	I	I	I	
	Engine Oil		R	R	R	R	
*	Engine Idle Speed		I	I	I	I	
	Drive Chain	Inspect & lubricate every three months or 300 miles.					
	Drive Chain Slider		I	I	I	I	
	Brake Pad Wear		I	I	I	I	
	Brake System	I	I	I	I	I	
**	Clutch System	I	I	I	I	I	
	Side Stand			I		I	
**	Suspension			I		I	
	Spark Arrestor		C	C	C	C	
	Nuts, Bolts, Fasteners	I		I		I	
*	Wheels & Tires	I	I	I	I	I	
*	Steering Head Bearings	I		I		I	

VIN Breakdown

Position	Description	Codes
1-3	WMI	(assigned by) L08
4	Vehicle Type	Y=Off road Motorcycle L=On road Motorcycle A=ATV C=Go-kart U=UTV T=Scooter
5	Engine Type	A=1 Cylinder, 2 Stroke, Air-cooled, Vertical B=1 Cylinder, 2 Stroke, Liquid-cooled, Vertical E=1 Cylinder, 2 Stroke, Air-cooled, Horizontal F=1 Cylinder, 2 Stroke, Liquid-cooled, Horizontal C=1 Cylinder, 4 Stroke, Air-cooled, Vertical D=1 Cylinder, 4 Stroke, Liquid-cooled, Vertical G=1 Cylinder, 4 Stroke, Air-cooled, Horizontal H=1 Cylinder, 4 Stroke, Liquid-cooled, Horizontal
6	Engine Displacement	A=49.9 & under; B=50; C=60; D=70; E=80; F=90; G=100; H=110; J=125; K=150; L=175; M=200; N=250; P=300; R=350; S=400; T=500; U=600; V=650; W=750; X=Over 750
7	Model Design Serial Number Code	1=21; 2=22; 3=23; 4=24; 5=25; 6=26; 7=27; 8=28; 9=29; 0=30; A=31; B=32; C=33; D=34; E=35; F=36; G=37; H=38; J=39; K=40; L=41; M=42; N=43; P=44; R=45; S=46; T=47; U=48; V=49; W=50
8	Retrofit Code	A =1; B=2; C=3; D=4; E=5; F=6; G=7; H=8.....
9	Check Digit Calculate	See 49 CFR565.4
10	Model Year	A=2010; B=2011; C=2012; D=2013; E=2014; F=2015; G=2016; H=2017; J=2018; K=2019; L=2020; M=2021
11	Assembly Factory	1=Zhejiang Apollo Motorcycle Manufacturer Co., Ltd.
12-17	Running number	000001; 000002; 000003; 000004; 000005.....

Vehicle Model Pictures



ADR125-15



ADR125-19



ADR110-2



ADR110-3



EMISSION RELATED WARRANTY

YOUR WARRANTY RIGHTS AND OBLIGATIONS

The emission-related warranty period for this vehicle begins on the date the vehicle is delivered to the first purchaser other than an authorized dealer, or the date it is first used as a demonstrator, lease, or company vehicle, whichever comes first and continues for **5,000 km or 30 months**, whichever comes first, provided there has been no abuse, neglect or improper maintenance of your vehicle. Where a warrantable condition exists, the dealer will repair your vehicle at no cost to you, including diagnosis, parts and labor. If an emission-related part, device, or component on your vehicle is defective, the part, device, or component will be repaired or replaced by the dealer. This is your emission control defects warranty.

OWNER'S WARRANTY RESPONSIBILITIES

As the vehicle owner, you are responsible for the performance of the required maintenance. You should maintain a record of all maintenance performed on your vehicle and retain all receipts covering maintenance on your vehicle. You may not be denied a warranty claim solely because of your failure to ensure the performance of all scheduled maintenance or lack of maintenance records or receipts. You are responsible for presenting your vehicle to an authorized dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should be aware that you may be denied your warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

WARRANTY COVERAGE

The Importer warrants to the ultimate purchaser and each subsequent purchaser that the new 2017 vehicle, including all parts of its emission-control system, meets two conditions:

It is designed, built, and equipped so as it conforms at the time of sale to the ultimate purchaser with the applicable requirements of the United States Environmental Protection Agency; and

It is free from defects in material and workmanship that may keep it from meeting these requirements.

Your emission-related warranty covers part, device or components whose failure would increase an engine's emission, including electronic controls, fuel injection system, carburetor, the ignition system, catalytic converter, or any other system utilized in this vehicle to control emission if it is originally equipped. Also included may be hoses, connectors and other emission-related assemblies. Replacing or repairing other components (including parts, labor, and other costs) is not covered by this emission-related warranty.

Coverage of repairs under this warranty applies only when repairs are completed at an authorized dealer or repair facility. The importer will not cover repairs performed outside of an authorized dealer or repair facility, except in an emergency situation. The use of replacement part, device, or component not equivalent to the original part, device, or component may impair the effectiveness of your vehicle's emission control system. If such a replacement part, device, or component is used and an authorized dealer determines it is defective or causes a failure of a warranted parts, your claim for repair to bring your vehicle into compliance with applicable standards may be denied.

If an emergency situation exists when a warranted part, device, or component or a dealer is not reasonably available to the owner, repairs may be performed at any available service establishment, or by the owner, using any replacement part, device, or component. The importer shall reimburse the owner for the expenses, diagnostic charges, not to exceed the importers suggested retail price for all warranted part, device, or component replaced and labor charges based on the importers recommend time allowance for the warranty repair and the geographically appropriate hourly labor rate. The owner may reasonably be required to keep receipts and failed part, device, or component in order to receive compensation.

EXCLUSIONS AND LIMITATIONS

This warranty does not cover the following:

- Failures or malfunctions of the emission-related systems caused by abuse, alteration, accident, misuse, the use of leaded gasoline.
- Replacement of expendable maintenance items unless they are original equipment defective in material or workmanship under normal use, and the first required replacement interval for the item has not been reached. Expendable maintenance items include but not limited to spark plugs, filters, coolant, lubricants, gaskets, hoses and belts.
- Any vehicle equipped with an odometer or hour meter where the reading is altered so that actual mileage cannot be readily determined.
- Repairs or replacement as a result of:
 - Accident
 - Misuse
 - Use of replacement part, device, or component not conforming to the original specifications which adversely affect performance
- Physical damage, corrosion, or defects caused by fire, explosions or similar causes beyond the control of the importer.
- Failures not caused by a defect in material or workmanship.

Use of the vehicle in any type of competitive racing or related events immediately and completely voids this and all other warranties.

CONTACT

No dealer is authorized to modify this Emission-Related Warranty. If you have any questions regarding your warranty rights and responsibilities, you should contact the dealer that you made the purchase from or Apollo Motorsports USA, Inc. at (888) 424-1991 (or you can write to 17152 Sunburst St., Sherwood Forest, CA 91325)

AGREEMENT

Between
Zhejiang Apollo Motorcycle Manufacturer Co., Ltd.
And
Apollo Motorsports USA, Inc.

AGREEMENT made and entered into by and between Zhejiang Apollo Motorcycle Manufacturer Co., Ltd. (hereinafter as OEM) and Apollo Motorsports USA, Inc. (hereinafter as Importer), in reference to responsibilities of US Environmental Protection Agency and/or California Air Resource Board.

WHEREAS, the OEM is engaged in manufacturing of off-road motorcycles and selling them in China is a corporation legally organized under the laws of P.R. China in the Province of Zhejiang. The Importer is authorized by the OEM as its US Importer. This Agreement defines the responsibilities of both parties with respect to certain Federal and State emission laws and regulations. This Agreement doesn't come into effect until both parties add their signatures to this Agreement.

WHEREAS, the OEM's location is 321200, Jinyan Hill Industrial Area, Quanxi Town, Wuyi City, Zhejiang Province, China. The OEM has no aliases, subsidiary companies and/or parent companies.

The OEM was founded in 2003 and occupies over 60,000 square meters and construction area of over 50,000 square meters. It is equipped with modern production and testing facilities and an R&D center. The OEM specializes in producing, as defined by the Environmental Protection Agency of the United States, off-road motorcycles, All Terrain Vehicles, non-road scooters and other leisure products. The products of the company apply to CE, EEC, GS, GCC certification and other standards of countries that these vehicles and other products are exported to. Main markets that these vehicles are exported to include Europe, The America's, Australia, Africa, Southeast Asia and other regions.

The OEM has been in business over 11 years and has over 200 employees. The official website of the OEM is www.apollovehicle.com. The key personnel of the OEM whose name is Ying Er, has the title of General Manager and can be reached at telephone number +86-0579-87720888 and/or email address Apollo@chinaapollo.com

WHEREAS, the Importers location is 17152 Sunburst St., Sherwood Forest CA 91325, USA. The importer has no aliases, subsidiary companies and/or parent companies.

The Importer can import and sell or distribute other products that may differ or may be the same as the products of the OEM. It has been in business for 5 years and currently has only 1 employee. The only key personnel of the importer is Vahan Hadjinian and can be reached at telephone number 818-588-8435 and/or email address vahanh@gmail.com

IN ADDITION:

- (A) All vehicles delivered by the OEM (manufacturer) to the Importer...
 - (a) Comply with all applicable U.S. EPA and ARB emission regulations and with applicable federal safety requirements.
 - (b) Are in all material respects the same as those for which certification was granted.
 - (c) Do not have any production running change implemented by the OEM that has not been disclosed to or approved by the Importer.

- (B) The certification test vehicle...
- (a) Will comply with all applicable emission requirements when tested at any setting within the ranges for the parameters as described in the application for certification.
 - (b) Is available for inspection and/or confirmatory testing by ARB upon agency's request.
 - (c) Has all vehicle build and test records, data and information made available to ARB upon agency's request.
- (C) All facilities and equipment used for testing and producing the vehicles are available for inspection by ARB upon agency's request.

NOW THEREFORE, the parties hereby agree to the following paragraphs below.

The OEM is responsible for the following:

- 1. Allowing Importer to sell off-road motorcycles and/or distribute to dealers who in turn sell to the public.
- 2. Supplying necessary components, instruments, materials and technical support to the Importer in order to assist Importer to perform responsibilities under this Agreement.
- 3. Informing Importer any changes to the application for certification required by the

The Importer is responsible for the following:

- 1. All matters with respect to communicating with EPA and/or CARB that includes obtaining Certificate of Conformity from EPA and/or Executive Order from CARB as well as informing any running changes to EPA and/or CARB.
- 2. Permitting dealers to sell any and all products imported from OEM.
- 3. Taking responsibility for Service of Process through its dealer network. Providing parts, service and warranty service to consumers.
- 4. Informing EPA and/or CARB any changes of OEM regards to certification.
- 5. Notifying OEM of any feedback from the consumers and dealers.
- 6. Establishing a dealer network.
- 7. Assisting the OEM regarding demands requested by dealers and/or consumers.
- 8. Providing any and all information concerning the OEM and/or its product line to the staff of the OEM.

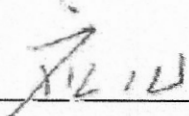
Any notice required or which may be given hereunder, sent by mail (or air mail), fax, e-mail or another form of written communication, shall be addressed and forwarded as follows.

- TO IMPORTER:
 - Apollo Motorsports USA, Inc.
17152 Sunburst St.
Sherwood Forest, CA 91325
888-424-1991
apollomotorsportsusa@gmail.com
- TO OEM:
 - Zhejiang Apollo Motorcycle Manufacturer Co., Ltd.
321200 Jinyan Hill Industrial Area
Quanxi Town, Wuyi City
Zhejiang, China
86-0579-8772-0888

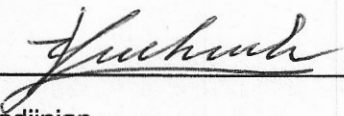
This Agreement constitutes the entire understanding of the Parties and replaces all other prior undertakings, negotiations, memoranda and agreements, whether written or oral. No amendment, modification or extensions of this Agreement or waiver of any of the terms and conditions hereto shall be binding upon either Party unless it is executed in writing by both

Parties. This Agreement shall be construed in accordance with the laws of both China and USA. This Agreement is in duplicate and each side hold one.

IN WITNESS WHEREOF, the parties acknowledge the acceptance of the terms and conditions set forth in this Agreement through the signatures of their duly authorized representatives. The Parties execute this Agreement on this 5 of March, 2019.
DAY MONTH

By:  _____

Ying Er
Manager
Zhejiang Apollo Motorcycle Manufacturer Co., Ltd.

By:  _____

Vahan Hadjinian
President
Apollo Motorsports USA, Inc.

Apollo Motorsports USA, Inc.

17152 Sunburst St., Sherwood Forest, CA 91325

T: 888-424-1991

October 31, 2018

Statement of Compliance – Engine Family (Ref: 40 CFR §1051.205(s))

I affirm the following statement to be true and correct:

Labels: The VECI label is affixed to the vehicles during the production process prior to the off-road/highway recreational vehicle being crated and leaving the factory. The label is permanent and cannot be removed without destroying the label and paint underneath.

Warranty: Apollo Motorsports USA, Inc. (hereinafter as Importer) will provide the warranty attached hereto in the format submitted in our application to the distributors, dealers and final customers of the vehicle.

Manufacturing Process: Following is a brief description of the manufacturing process used by Zhejiang Apollo Motorcycle Manufacturer Co., Ltd. (hereinafter as OEM). These off-road/highway recreational vehicles produced by the OEM are assembled at the factory located at Jinyan Hill Industrial Area, Quanxi Town, Wuyi City, Zhejiang Province, China, 321200. These vehicles are not modified in any way once they leave the factory. The OEM uses internal memoranda including written hard copy reports as well as emails to notify Importer of any running changes made to the off-road/highway recreational vehicles. It is Importer's policy to contact their certification consultant before any running changes are made.

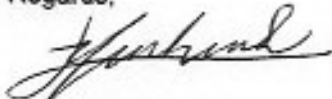
Service Accumulation: All service accumulation was done in accordance with 40 CFR Part 1051. Please refer to CSI for DF and durability procedures, minimum and total testing distances, number of tests conducted and emission levels from test and test fuel.

Identical: This confirms that all Importer model year 2017 off-road/highway recreational vehicles are identical in all material respects as described in Importers application for certification.

Conformity: This confirms that all imported off-road/highway recreational vehicles are manufactured and assembled at Zhejiang Apollo Motorcycle Manufacturer Co., Ltd. Located in Zhejiang, China. All vehicles are fully compliant with all applicable EPA regulations at the time of final assembly. No modification is made following initial assembly. The test vehicle, with respect to which data are submitted, have been tested in accordance with the applicable test procedures, that they meet the requirements of such tests, and that, based on such test, they conform to the requirements of the regulations in this part (40 CFR Part 1051).

I certify that to the best of my knowledge the above statements are true.

Regards,



Vahan Hadjinian
President

Apollo Motorsports USA, Inc.

Apollo Motorsports USA, Inc.

17152 Sunburst St., Sherwood Forest, CA 91325

T: 888-424-1991

October 31, 2018

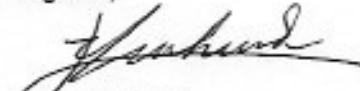
Statement of Compliance – Test Vehicle

(Ref: 40 CFR §1051.205(n))

I affirm the following statement to be true and correct regarding the products imported by Apollo Motorsports USA, Inc. manufactured by Zhejiang Apollo Motorcycle Manufacturer Co., Ltd.

1. Off Road/Highway Motorcycle model **ADR125** was tested per EPA and CARB prescribed and/or approved test procedures respectively and based on such tests the test vehicle is in compliance with all applicable EPA and CARB emission standards.
2. Production vehicles are in all material respects the same as the test vehicle for which certification is granted. No modification following initial assembly is ever performed.
3. The emission control systems cause no increase in toxic or noxious emission and do not create any unsafe conditions from their use or malfunction.

Regards,



Vahan Hadjinian
President
Apollo Motorsports USA, Inc.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
2019 MODEL YEAR
CERTIFICATE OF CONFORMITY
WITH THE CLEAN AIR ACT

OFFICE OF TRANSPORTATION
AND AIR QUALITY
ANN ARBOR, MICHIGAN 48105

Certificate Issued To: Hangzhou Rewin Vehicle Parts Co., Ltd.
(U.S. Manufacturer or Importer)

Certificate Number: KHZRPLINE001-001

Effective Date:

08/17/2018

Expiration Date:

12/31/2019

Byron J. Bunker, Division Director
Compliance Division

Issue Date:

08/17/2018

Revision Date:

N/A

Manufacturer: Hangzhou Rewin Vehicle Parts Co., Ltd.

Evaporative Family: KHZRPLINE001

Category: EVAP_FAMILY

Useful Life: 5 Years

Applicable Regulation: Part 1060

Applicable Emission Standard: 15 (g/m²/day)

FEL:

Pursuant to Section 213 of the Clean Air Act (42 U.S.C. section 7547), 40 CFR Part 90, 40 CFR Part 1045 or 40 CFR Part 1060 and subject to the terms and conditions prescribed in those provisions, this certificate of conformity is hereby issued for the evaporative components, more fully described in the documentation required by 40 CFR Part 90, 40 CFR Part 1045 or 40 CFR Part 1060 and produced in the stated model year.

This certificate of conformity covers only the evaporative components which conform in all material respects to the design specifications that applied to those components described in the documentation required by 40 CFR Part 90, 40 CFR Part 1045 or 40 CFR Part 1060 and which are produced during the model year stated on this certificate of the said manufacturer, as defined in 40 CFR Part 90, 40 CFR Part 1045 or 40 CFR Part 1060 . This certificate of conformity does not cover evaporative components imported prior to the effective date of the certificate.

It is a term of this certificate that the manufacturer shall consent to all inspections described in 40 CFR Part 90.126, 40 CFR Part 90.506, or 40 CFR Part 1068.20 and authorized in a warrant or court order. Failure to comply with the requirements of such a warrant or court order may lead to revocation or suspension of this certificate for reasons specified in 40 CFR Part 90, 40 CFR Part 1045 or 40 CFR Part 1060. It is also a term of this certificate that this certificate may be revoked or suspended or rendered void *ab initio* for other reasons specified in 40 CFR Part 90, 40 CFR Part 1045 or 40 CFR Part 1060.

This certificate does not cover evaporative components sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.